

EXHIBIT “8”

GUARANTY

DEBORAH JORDAN and KEYVAN PARSA (the "Guarantor"), does hereby absolutely and unconditionally, jointly and severally, guarantee and promise to pay the following indebtedness of **JOHANNSEN DEVELOPMENT GROUP, INC., A TEXAS CORPORATION** (the "Borrower") as follows:

a secured Promissory Note in the original principal sum of **SEVEN HUNDRED THOUSAND and 00/100 DOLLARS (\$700,000.00)**, of even date, payable to the order of **Right Immix Capital, LLC**, secured with a Deed of Trust lien on **5980 Johannsen Road**, legally described as follows:

Tract 3 (containing 12.1644 acres, more or less), J.L. JOHANNSEN SURVEY NO. 185, in the City of El Paso, El Paso County, Texas, according to the resurvey of said J.L. Johannsen Survey No. 185, made by El Paso County Texas, for tax purposes.

and all extensions and renewals thereof, all unpaid principal, interest and all expenses of collection thereof and in enforcing this Guaranty, including reasonable attorney's fees, hereby waiving (a) notice of acceptance of this Guaranty, presentment, demand, notice of demand, protest, notice of protest, notice of dishonor, and notice of nonpayment of said Indebtedness; (b) the right, if any, to the benefit of or to direct the application of any property or security securing said Indebtedness until the same shall have been paid in full; and (c) the right to require any proceedings against the Borrower or that foreclosure or exercise of the power of sale under any mortgage securing the Indebtedness be instituted or the pursuance of any other remedy before suit on this Guaranty. The undersigned Guarantor does further agree that he may be proceeded against directly and independently and that the cessation of the liability of others obligated for the payment of said Indebtedness for any reason other than full payment, or any renewal or extension (whether before or after the death of any of the undersigned Guarantor), forbearance, change of rate of interest, or any acceptance, release or substitution of security, or any impairment or suspension of remedies or rights against others obligated thereon, shall not in anywise affect the liability of the undersigned Guarantor.

No invalidity, irregularity or unenforceability of all or any part of the Indebtedness and liabilities of Borrower guaranteed hereunder or any security therefor shall affect, impair or be a defense to this Guaranty, and this Guaranty shall be a primary obligation of the undersigned.

The obligations of each Guarantor under this Agreement and those of any other Guarantor or Guarantors who may have guaranteed or who hereafter guarantee the Indebtedness of Borrower are and will be joint and several, and Lender may release or settle with any one or more of the Guarantors at any time without affecting the continuing liability of the remaining Guarantor or Guarantors.

Any renewals, extensions and/or substitutions of and for the Indebtedness and liabilities of Borrower guaranteed hereunder may be made by Lender upon such terms and conditions and with such modifications and changes as Lender may see fit and may be made at any time and from time

to time (whether before or after the death of the undersigned Guarantor) without further notice to or consent from Guarantor. Death of any Guarantor shall not in any way affect the obligations of such Guarantor hereunder to Lender with respect to the Indebtedness and liabilities of Borrower guaranteed hereunder or to renewals, extensions and/or substitutions of and for such Indebtedness and liabilities after the death of such Guarantor.

No extension of time or other indulgence granted by Lender to Borrower or Guarantor, or any one of them, will release or affect the obligations of Guarantor hereunder, and no omission or delay on Lender's part in exercising any right hereunder or in taking any action to collect or enforce payment of the obligation guaranteed hereby will be a waiver of any such right to release or affect the obligations of any Guarantor hereunder.

It is understood that Lender may from time to time take collateral to secure the Indebtedness of Borrower guaranteed hereby, and Guarantor agree that Lender may, without notice to or consent from Guarantor, release any collateral now held or hereafter acquired or substitute other collateral and no such action will release or diminish the obligations of Guarantor hereunder. Lender shall have no duty to perfect its security interest, marshal security, to sue or otherwise attempt collection from Borrower or any other party, to take proceedings against any collateral it may have or any other property or to take any action of any sort prior to demanding and enforcing payment by Guarantor. Guarantor's obligations will not be affected by any election made by Lender pursuant to any bankruptcy proceeding. Specifically, but without limiting the foregoing, each Guarantor waives any right to have Borrower joined in a suit brought against Guarantor on this Guaranty and also any right to require Lender to sue Borrower forthwith on any obligation guaranteed hereby as a prerequisite to any action by Lender against Guarantor.

No agreement exists between Guarantor and Lender that the obligations of Guarantor under this Guaranty are or will be other than as set out herein. The rights and remedies of Lender under this Guaranty and any others otherwise created are cumulative and may be exercised singly or concurrently, and the exercise of any one or more of them will not be waiver of any other. No act, delay, omission or course of dealing between Lender, or Guarantor, will be a waiver of any of Lender's rights or remedies under this Guaranty, and no waiver, change, modification or discharge of this agreement or any obligation created hereby will be effective unless in writing signed by Lender.

This Guaranty shall also bind the heirs, personal representatives, successors and assigns of the Guarantor and shall inure to the benefit of Lender, its successors and assigns.

EXECUTED effective as of the 28 day of June, 2019.


DEBORAH JORDAN


KEYVAN PARSA

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